

# EXHIBIT 14

CHAD A. READLER	ADAM L. BRAVERMAN
Acting Assistant Attorney General	Acting United States Attorney
WILLIAM C. PEACHEY	SAMUEL W. BETTWY
Director	Assistant U.S. Attorney
WILLIAM C. SILVIS	California Bar No. 94918
Assistant Director	CAROLINE J. PRIME
SARAH B. FABIAN	Assistant U.S. Attorney
Senior Litigation Counsel	California Bar No. 220000
NICOLE N. MURLEY	Assistant U.S. Attorney
Trial Attorney	Office of the U.S. Attorney
U.S. Department of Justice	880 Front Street, Room 6293
Office of Immigration Litigation	San Diego, CA 92101-8893
District Court Section	
Box 868, Ben Franklin Station	
Washington, DC 20442	
Telephone: (202) 616-047	
Fax: (202) 616-8962	
<i>Attorneys for Federal Respondents- Defendants</i>	

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

MS. L., et al.,	)	
	)	
Plaintiffs/Petitioners	)	Case No.: 3:18-cv-00428-DMS
	)	
v.	)	
	)	
U.S. IMMIGRATION AND	)	
CUSTOMS ENFORCEMENT, et al.,	)	
	)	
Respondents/Defendants.	)	
	)	

**STIPULATION AND [PROPOSED] PROTECTIVE ORDER GOVERNING  
 THE HANDLING OF CONFIDENTIAL MATERIAL**

1 I. Plaintiffs and Defendants (collective, the “Parties”) in the above  
2 captioned action *Ms. L., et al., v. U.S. Immigration and Customs Enforcement, et*  
3 *al.*, Case No. 3:18-cv-00428-DMS (“Litigation” or “Action”) recognize that  
4 information about putative or confirmed class members and their children  
5 exchanged by the Parties in the Litigation for the purpose of facilitating compliance  
6 with the Court’s preliminary injunction order may include private information  
7 related to individuals in the custody and care of the United States Government and  
8 that such materials may reasonably, in good faith, be confidential and protected  
9 from disclosure to the public or to one or more of the Parties under Rule 26(c) of  
10 the Federal Rules of Civil Procedure.

11  
12 II. The Parties desire to enter into this stipulation to facilitate the  
13 exchange of documents and information while protecting against the unauthorized  
14 disclosure of confidential documents and information.

15  
16 IV. The Parties believe good cause exists for approving the stipulation  
17 because it seeks to protect against injury caused by the dissemination of protected  
18 materials. The materials to be protected include personally identifiable information,  
19 the disclosure of which could be prohibited by the Privacy Act or other law.  
20 However, the Privacy Act provides, as an exception, that such materials may be  
21 released “pursuant to the order of a court of competent jurisdiction.” 5 U.S.C. §  
22 552a(b)(11). An order of this Court, therefore, would provide a basis for release of  
23 the requested materials pursuant to the Privacy Act and Fed. R. Civ. P. 26(c). The  
24 parties also seek to protect other personal information regarding putative or  
25 confirmed class members or their children.

### 26 **Stipulation**

27 NOW, THEREFORE, the Parties stipulate and agree, through their  
28 undersigned counsel, to the following terms and conditions to govern the

1 production of information that the producing party reasonably and in good faith  
2 deems confidential, and request that the Court enter a protective order (hereafter  
3 “Protective Order” or “Order”) consistent with the terms of this stipulation.

4 **1. Scope.** The following terms govern with respect to class information  
5 exchanged by the Parties in the Litigation for the purpose of facilitating compliance  
6 with the Court’s preliminary injunction order (collectively “Protected Material”).

7 **2. Protected Material.** The categories of Protected Material include:

8 **a.** Information, documents or tangible things protected by the  
9 Privacy Act, 5 U.S.C. § 552a, *et seq.*, or information that would be covered by the  
10 Privacy Act if the subject of the information had been a U.S. citizen or a person  
11 lawfully admitted for permanent residence.

12 **b.** Personally Identifying Information (PII), Protected Health  
13 Information (PHI), and any information that is protected or restricted from  
14 disclosure by statute or regulation.

15 **c.** All other protected documents, information or tangible things  
16 not identified above that the parties agree in writing or the Court orders qualify for  
17 protection under Federal Rule of Civil Procedure 26(c).

18 **d.** Defendants do not waive their right to assert other or further  
19 privileges over the information and redact such information. For instance,  
20 Defendants may withhold or redact information that is protected by statute for  
21 which no exceptions permitting disclosure apply or exist or information that is  
22 subject to a claim of privilege or exemption from disclosure such as withholding  
23 classified national security information the Deliberative Process Privilege, Law  
24 Enforcement Privilege, Attorney-Client Privilege or Attorney Work Product.

25 **3. Designations.** It shall be the duty of the party producing the Protected  
26 Material (“Producing Party”) to give notice of material that is to be considered  
27 covered by this Protective Order in the manner set forth in paragraphs 5, 8 and 11  
28 below. Protected Material may be designated as “PROTECTED MATERIAL” if

1 the Producing Party believes in good faith that such material is covered by this  
2 Protective Order. A Party may designate material that it obtained from a Third  
3 Party pursuant to this Protective Order, if it believes in good faith that it qualifies as  
4 Protected Material under this Order.

5 **4. Duties.** The duty of the Party or Parties receiving the Protected  
6 Material (“Receiving Party”) and of all other persons bound by this Protective  
7 Order to maintain the confidentiality of Protected Material so designated shall  
8 commence with such notice. Protected Material shall be designated by the  
9 Producing Party, subject to the provisions of this Order, with the designation of  
10 “PROTECTED MATERIAL.” No person subject to this Protective Order may  
11 disclose, in public or private, any Protected Material designated by a Party as  
12 “PROTECTED MATERIAL,” except as provided for in this Protective Order or as  
13 further ordered by the Court.

14 **5. Method Of Designation.** Each page of any material the Producing  
15 Party wishes to designate as Protected Material must be labeled PROTECTED  
16 MATERIAL, at the time the material, or a copy thereof, is provided to the  
17 Receiving Party. In the case of material contained in or on media other than paper,  
18 the Producing Party shall affix such a label to the material or use its best efforts to  
19 identify the material as Protected Material and affix the applicable designation.

20 **6. Access To Protected Material.** Only the following persons shall have  
21 access to or retain material designated as PROTECTED MATERIAL pursuant to  
22 this Order:

- 23 **a.** The Court and its official personnel;
- 24 **b.** Counsel for any Party and any of Defendants’ personnel with  
25 whom Counsel for Defendants determines it is appropriate to share such  
26 information for the purpose of this litigation. For the purposes of this Protective  
27 Order, “Counsel” means the attorneys representing the Parties for this Action,  
28

1 including paralegals, office clerks, secretaries, and other support staff assisting  
2 those attorneys, working on the Action;

3 **c.** For information designated as PROTECTED MATERIAL  
4 relating to an individual member of the class, to the individual class member and  
5 counsel who represent individual class members, or any prospective counsel that is  
6 evaluating whether to take on the representation of a class member. The individual  
7 class member and counsel shall only be provided PROTECTED MATERIAL  
8 relating to the individual class member, and the individual may not be provided any  
9 information pertaining to other class members. Prospective counsel must execute  
10 Exhibit A, the Acknowledgment Regarding the Order before receiving this limited  
11 PROTECTED MATERIAL;

12 **d.** Outside experts, consultants retained by the Receiving Party's  
13 Counsel to assist in this Litigation (and the experts' or consultants' staff whose  
14 duties and responsibilities require access to such materials);

15 **e.** Court reporters and translators;

16 **f.** Outside litigation support personnel retained by Counsel to  
17 assist in the preparation and/or litigation of the Action, including contract attorneys  
18 or outside copying service vendors or electronic document management vendors;

19 **g.** Any person not otherwise covered by subparagraph (a), (b), (c),  
20 or (d) who was involved in the preparation of such material or who received or  
21 reviewed such material for purposes other than this Action or who has been alleged  
22 to have received or reviewed such material for purposes other than this Action;

23 **h.** Witnesses at deposition not otherwise covered by subparagraphs  
24 (a), (b), (c) or (d);

25 **i.** Persons whom the Producing Party agrees in writing or on the  
26 record at a deposition may be shown PROTECTED MATERIAL.

27 **j.** Any individuals or persons who Class Counsel designates for  
28 the purpose of facilitating the reunification of Class Members and their children,

1 including (but not limited to) nonprofit organizations, lawyers, faith-based groups,  
2 shelters, or any other organization or individuals who may be able to assist in the  
3 reunification process. Given the urgency of the deadlines in the Court's preliminary  
4 injunction order, the individuals or persons described in this paragraph may receive  
5 a limited set of PROTECTED MATERIAL as follows prior to executing Exhibit A,  
6 the Acknowledgment, as long as the information is treated as protected under this  
7 Order, and an Acknowledgment is signed within a reasonable time thereafter.  
8 Information which may be shared for the purpose of facilitating the reunification of  
9 Class Members and their children includes Class Members' names and the name(s)  
10 of the class member's child(ren); Alien Number for the Class Member and his or  
11 her child(ren); detention location or other location information regarding the Class  
12 Member and his or her child(ren). The individuals or persons described in this  
13 paragraph may receive any additional PROTECTED MATERIAL necessary to  
14 assist in facilitating reunification related to the class member(s) they are serving or  
15 being consulted to serve after signing the Acknowledgment. The individual or  
16 organization may not receive information about any other class members.

17       7.     **Agreement By Persons Accessing Protected Materials.** All persons  
18 identified in paragraph 6 (d), (e), (f), (g), (h) (i), and (j) who in the course of the  
19 case may be given access to Protected Material shall be required to read this  
20 Protective Order and agree, in writing, to be bound by this Protective Order by  
21 executing an acknowledgment in the form of Exhibit A that is annexed to this  
22 Protective Order. All such acknowledgments shall be maintained in the files of the  
23 counsel allowing access by such person to the Protected Material.

24       8.     **Treatment Of Protected Material During Inspection Of**  
25 **Documents.** It is contemplated that a Party might make available certain of its files  
26 for inspection by other Parties, which files may contain protected material as well  
27 as non-protected material, and that following such inspection, the inspecting party  
28 will designate documents to be copied and the copies will be furnished or produced

1 to it. All documents and their contents made available for such inspection shall be  
2 treated as PROTECTED MATERIAL until the Party allowing inspection has had a  
3 reasonable opportunity, not to exceed twenty one (21) calendar days absent an  
4 agreement by the parties, to designate and mark those documents which were  
5 copied as PROTECTED MATERIAL.

6 9. **Copies, Summarizations, Extracts Protected.** Protected Material  
7 designated under this Order shall include, without limitation: (a) all copies, extracts,  
8 and complete or partial summaries prepared from such documents, things, or  
9 information so designated; (b) portions of deposition transcripts and exhibits to  
10 deposition transcripts that contain, summarize, or reflect the content of any such  
11 documents, things, or information; and (c) portions of briefs, memoranda, or any  
12 other writings filed with the Court and exhibits thereto that contain, summarize, or  
13 reflect the content of any such documents, things, or information. The Parties agree  
14 that information regarding the aggregated numbers for any category of individuals  
15 contained in the chart may be excluded from this paragraph. Moreover, a Party may  
16 make a request to the producing Party that certain material contained in such  
17 copies, extracts, and complete or partial summaries not be treated as PROTECTED  
18 MATERIAL. The Parties will meet and confer in good faith within five days of any  
19 such request to resolve the request.

20 10. **Pleadings And Briefs Containing Protected Material.** Before any  
21 materials produced in discovery, answers to interrogatories, responses to requests  
22 for admissions, deposition transcripts, or other documents which are designated as  
23 confidential information are filed with the Court for any purpose, the party seeking  
24 to file such material must seek permission of the Court to file the material under  
25 seal, unless the Parties agree that the documents can be redacted to remove the  
26 Protected Material. The receiving party shall meet and confer with the producing  
27 party regarding any proposed redactions before seeking leave from the Court, and  
28



1 the producing party shall not unreasonably withhold its consent to the filing of a  
2 redacted copy of the Protected Material.

3 **11. Court Hearings And Other Proceedings.** Nothing contained in this  
4 Protective Order shall be construed to prejudice any Party's right to use before the  
5 Court any Protected Material. Before doing so, however, and to the extent not  
6 otherwise authorized to be so used hereunder, the Party intending to use Protected  
7 Material shall so inform the Court and the Producing Party, so that any Party or  
8 Third Party may apply to the Court for appropriate protection, including clearing  
9 the hearing room or courtroom of persons not entitled to receive Protected Material  
10 pursuant to paragraph 6.

11 **12. Testimony At Pretrial Court Hearings And Other Proceedings.**  
12 All testimony elicited during hearings and other proceedings that counsel for a  
13 Party or Third Party indicated on the record may be subject to the protections of this  
14 Order shall be deemed PROTECTED MATERIAL until the expiration of twenty  
15 one (21) calendar days after delivery of a copy of the transcript of the testimony by  
16 the court reporter to counsel who requested a copy of the transcript. Within the  
17 twenty one (21) calendar day period following such mailing of the transcript, any  
18 Party may move to seal the transcript under LRCiv 79-5, designating all or any  
19 portion of the testimony as PROTECTED MATERIAL. Upon being informed that  
20 certain portions of a transcript are designated as PROTECTED MATERIAL, each  
21 Party must have each copy in their custody, possession or control immediately  
22 marked with the appropriate designation at the appropriate pages. Such designation  
23 must remain until the Court rules on the motion to seal.

24 **13. This Order Only Applies To The Exchange of Information About**  
25 **Putative or Confirmed Class Members and Their Children For The Purpose**  
26 **Of Facilitating Compliance With The Court's Preliminary Injunction Order.**  
27 Nothing contained in this Order shall restrict or limit any Party's right to present  
28

1 Protected Material to the Court during a trial in the Action. The use of Protected  
2 Material at trial shall be governed by the pretrial order.

3 14. **This Order Does Not Apply To Non-Private Information.** The  
4 restrictions set forth in this Protective Order shall not apply to documents, things, or  
5 information that: (a) have been publicly disclosed by either Party; or (b) have been  
6 independently obtained by the Receiving Party through lawful means. If the  
7 Producing Party challenges the Receiving Party's invocation of this provision, then  
8 the Receiving Party shall provide written documentation showing the material falls  
9 within categories of non-private information referenced in this provision. This  
10 paragraph does not purport to waive or in any other way limit any protection that  
11 exists under law, including the Privacy Act, 5 U.S.C. § 552a, *et seq.*

12 15. **Challenge To Designations.** If a Party may objects to a designation  
13 of the materials as Protected Material on the ground that such protection is not  
14 warranted under controlling law, the following procedure shall be used: The Party  
15 objecting to the designation of Protected Material must notify, in writing, counsel  
16 for the other Party of the objected-to materials and the grounds for the objection.  
17 The writing shall be by email to all counsel for the other Party, followed by a hard  
18 copy sent next business day courier. The objecting Party shall request to meet and  
19 confer with the other Party prior to submitting the dispute to the Court for a ruling.  
20 If the dispute is not resolved consensually between the parties within ten (10)  
21 business days of receipt of such a notice of objections, the objecting party may  
22 move the Court for a ruling on the objection. The materials at issue must be treated  
23 as Protected Material, until the Court has ruled on the objection or the matter has  
24 been otherwise resolved.

25 16. **No Waiver By Failure To Challenge Designation.** For purposes of  
26 the Action or any other action, no Party concedes that any material designated as  
27 PROTECTED MATERIAL does in fact contain or reflect Protected Material. A  
28 Party shall not be obligated to challenge the propriety of the designation of

1 Protected Material at the time made, and failure to do so shall not preclude a  
2 subsequent challenge.

3       **17. Inadvertent Disclosure Of Protected Material.** The failure by a  
4 Producing Party to designate specific documents or materials as Protected Material  
5 shall not, by itself, be deemed a waiver in whole or in part of a claim of  
6 confidentiality as to such documents or materials. Upon written notice to the  
7 Receiving Party of such failure to designate, or of incorrect designation, the  
8 Receiving Party shall cooperate to retrieve disseminated copies, and restore the  
9 confidentiality of the inadvertently disclosed information beyond those persons  
10 authorized to review such information pursuant to paragraph 6, and shall thereafter  
11 take reasonable steps to ensure that the Protected Material is treated in accordance  
12 with the designation. No person or Party shall incur any liability under this  
13 Protective Order with respect to disclosure that occurred prior to the receipt of  
14 written notice of the mistaken designation.

15       **18. Disclosure To Producing Party's Personnel.** Nothing in this  
16 Protective Order shall affect the right of the Producing Party to disclose to its client  
17 agency personnel, employees, consultants, or experts, any documents, things, or  
18 information designated by it as Protected Material pursuant to this Order; such  
19 disclosure shall not waive the protection of this Protective Order and shall not entitle  
20 other Parties or their attorneys to disclose such information, documents, things, or  
21 information in violation of this Order.

22       **19. Disclosure To Unauthorized Persons.** If information subject to this  
23 Protective Order is disclosed to any unauthorized person either through  
24 inadvertence, mistake, or otherwise without authorization by the Producing Party,  
25 or other than in the manner authorized by this Protective Order, the person  
26 responsible for the disclosure shall immediately (a) inform the Producing Party of  
27 all pertinent facts relating to such disclosure, including without limitation, the  
28 name, address, and telephone number of the recipient and his or her employer;

1 (b) use his or her best efforts to retrieve the disclosed information and all copies  
2 thereof; (c) advise the recipient of the improperly disclosed information, in writing,  
3 of the terms of this Protective Order; (d) make his or her best efforts to require the  
4 recipient to execute an agreement to be bound by the terms of this Protective Order  
5 in the form of the declaration attached to this Protective Order as Exhibit A; and  
6 (e) take all other reasonable steps to prevent further disclosure by or to the  
7 unauthorized person who received the Protected Material.

8       20. **“Admissibility” Of Protected Material.** This Protective Order shall  
9 not constitute a waiver of any Party’s or non-party’s right to object to the  
10 admissibility into evidence of any Protected Material under Federal law.

11       21. **All Objections Preserved.** This Protective Order is intended to  
12 provide a mechanism for handling the disclosure or production of Protected  
13 Material to which there is no objection other than confidentiality. The protection  
14 afforded by this Order shall in no way affect a Producing Party’s right to withhold  
15 or redact documents as: (a) privileged under the attorney-client or other privilege,  
16 (b) protected by the work product doctrine, or (c) otherwise exempted from  
17 discovery under Rule 26 of the Federal Rules of Civil Procedure or under any law.  
18 Additionally, this Protective Order shall not prejudice the right of a Party to:  
19 (a) seek additional protective treatment for any information it considers to be very  
20 highly sensitive, or otherwise exempt from disclosure, such that the protections in  
21 this Protective Order would be insufficient, (b) object to the designation of any  
22 document or information as PROTECTED MATERIAL, or (c) seek any  
23 modification of or relief from any provision of this Protective Order, either  
24 generally or as to any particular Protected Material, by properly noticed motion  
25 with notice to all Parties and their respective counsel.

26       22. **Advice To Client.** Nothing in this Protective Order shall prevent or  
27 otherwise restrict counsel from rendering legal advice to the clients in this  
28 Litigation and, in the course of this Litigation, relying generally on examination of

1 designated p Protected Material; provided, however, that in rendering such advice  
2 and otherwise communicating with such client, counsel shall not disclose the  
3 specific contents of Protected Materials to persons not authorized to receive such  
4 material pursuant to the Protective Order.

5 **23. Inadvertent Disclosure Of Privileged Information.**

6 **a.** The inadvertent disclosure of Material covered by the attorney-  
7 client privilege, the work-product doctrine, or any other recognized privilege shall  
8 be governed by Federal Rule of Evidence 502 and this Protective Order.

9 **b.** If, in connection with the pending Litigation, a Producing Party  
10 inadvertently discloses information subject to a claim of a privilege or protection  
11 described in paragraph 26(a) (“Inadvertently Disclosed Information”), such  
12 disclosure shall not constitute or be deemed a waiver or forfeiture of any claim of  
13 privilege or work-product protection that the Producing Party would otherwise be  
14 entitled to assert with respect to the Inadvertently Disclosed Information and its  
15 subject matter.

16 **c.** If a claim of inadvertent disclosure is made by a Producing Party  
17 with respect to Inadvertently Disclosed Information, the Receiving Party shall,  
18 within five (5) business days, return or destroy all copies of the Inadvertently  
19 Disclosed Information and provide a certification of counsel that all such  
20 Inadvertently Disclosed Information has been returned or destroyed.

21 **d.** Within twenty-one (21) calendar days of the notification that  
22 such Inadvertently Disclosed Information has been returned or destroyed, or within  
23 a different time upon written agreement of the Parties or order of the Court, the  
24 Producing Party shall produce a privilege log with respect to the Inadvertently  
25 Disclosed Information.

26 **e.** Nothing in this Protective Order shall limit the right of any Party  
27 to petition the Court for an order compelling production of such Inadvertently  
28

1 Disclosed Information, or for an in-camera review of the Inadvertently Disclosed  
2 Information.

3 **24. Good Faith Designations.** Each Party agrees that designation of  
4 Protected Material and responses to requests to permit further disclosure of  
5 Protected Material shall be made in good faith and not: (a) to impose burden or  
6 delay on an opposing Party, or (b) for tactical or other advantage in litigation.  
7 Further, each Party agrees to make best efforts to avoid as much as possible  
8 inclusion of Protected Material in briefs and other captioned documents filed in  
9 court, in order to minimize sealing and designating such documents as Protected  
10 Material.

11 **25. Use Of Information Subject To Protective Order.** The Receiving  
12 Party's use of any information or documents obtained from the Producing Party  
13 subject to this Protective Order, including all information derived therefrom, shall  
14 be restricted to use in this Litigation (subject to the applicable rules of evidence and  
15 subject to the confidentiality of such materials being maintained) and shall not be  
16 used by anyone subject to the terms of this agreement, for any purpose outside of  
17 this Litigation or any other proceeding between the Parties, except as otherwise  
18 provided in this Order.

19 **26. Meet And Confer.** Prior to filing any motion or application before the  
20 Court to enforce this Protective Order, the moving party shall notify the other  
21 Party(ies) in writing and meet and confer in good faith in an attempt to resolve their  
22 dispute(s).

23 **27. Injunctive Relief.** In the event anyone violates or threatens to violate  
24 any of the terms of this Protective Order, the Parties and Third Parties agree that the  
25 aggrieved party may, subject to the "meet and confer" requirement set forth above,  
26 apply to the Court to obtain injunctive relief against any such person violating or  
27 threatening to violate any of the terms of this Protective Order. In the event the  
28 aggrieved party brings such motion or application, the responding person subject to

1 the provisions of this Protective Order shall not employ as a defense the claim that  
2 the aggrieved party possesses an adequate remedy at law. The Parties and Third  
3 Parties shall not use or reveal, directly or indirectly, any information in violation of  
4 this Protective Order. Because of the confidential and proprietary nature of the  
5 information contemplated to be covered by this Protective Order, the Parties and  
6 Third Parties' agree that legal remedies are inadequate. Therefore, the Parties and  
7 Third Parties stipulate that injunctive relief is an appropriate remedy to prevent any  
8 person from using or disclosing Protected Material in violation of this Protective  
9 Order. The Parties and Third Parties waive and release any and all requirements for  
10 a bond or undertaking to support any injunctive relief for enforcement of this  
11 Protective Order.

12 **28. Other Actions.** If any Party is (a) subpoenaed in another action,  
13 (b) served with a demand in another action to which it is a Party, or (c) served with  
14 any legal process by one not a party to this action, seeking information or material  
15 which was produced or designated as Protected Material by someone other than that  
16 Party, the Party shall give prompt actual written notice, by hand or facsimile  
17 transmission, within ten (10) calendar days of receipt of such subpoena, demand, or  
18 legal process, to those who produced the Protected Material prior to compliance  
19 with the subpoena so as to allow the Producing Party to seek protection from the  
20 relevant court(s). Nothing in this Protective Order shall be construed as requiring  
21 the Party or anyone else covered by this Protective Order to challenge or appeal any  
22 order requiring production of information or material covered by this Protective  
23 Order, or to subject itself to any penalties for noncompliance with any legal process  
24 or order, or to seek any relief from this Court.

25 **29. Survival And Final Disposition Of Designated Material.** Final  
26 termination of the Litigation, including exhaustion of appellate remedies, shall not  
27 terminate the limitations on use and disclosure imposed by the Protective Order.  
28



1           **a.**     Within sixty (60) days of the final termination of the Litigation  
2 by final judgment (whether by settlement, trial, or otherwise), including the time for  
3 filing and resolution of all appeals, or within such other period as the Parties may  
4 agree upon, all Protected Material and copies of Protected Material, including such  
5 material in the hands of outside experts or consultants or attorneys who considered  
6 or accepted representation of a class member or child, shall be delivered by counsel  
7 of record for the Receiving Party to counsel of record for the Producing Party of  
8 such material or destroyed, with confirmation of that destruction to the producing  
9 Party in writing.

10           **b.**     Any Protected Material filed or lodged with and retained by the  
11 Court shall not be subject to the provisions of this paragraph 32.

12           **c.**     Notwithstanding the foregoing, counsel may retain copies of  
13 briefs and other papers filed with the Court, deposition transcripts, discovery  
14 responses, and attorney work product that contains or constitutes Protected  
15 Material. Further, counsel are not required to delete information that may reside on  
16 their firm's electronic back-up systems that are over-written in the normal course of  
17 business. Any such archival copies that contain or constitute Protected Material  
18 remain subject to this Protective Order and shall be maintained in a safe and secure  
19 manner.

20           **30. Amendment Or Termination Of Protective Order.** No part of the  
21 restrictions imposed by this Protective Order may be terminated, except by written  
22 stipulation executed by counsel of record for each Producing Party or by an Order  
23 of this Court for good cause shown. The terms of this Protective Order shall  
24 survive termination of the Action.

25           **31. Jurisdiction For Enforcement.** The Court retains jurisdiction  
26 subsequent to settlement or entry of judgment to enforce the terms of this Protective  
27 Order. Each person to whom disclosure of any Protected Information is made  
28 agrees to subject himself to the jurisdiction of the Court in which this action is



1 pending for the purpose of proceedings relating to the performance under,  
2 compliance with, or violation of this Protective Order.

3       **32. Limitations.** Nothing in this Order shall be deemed to restrict in any  
4 manner the use by any party of its own documents or materials. Nothing in this  
5 Protective Order should be construed as prohibiting a non-party from seeking  
6 additional protections of records or information that it owns or controls.

7 Dated: July 8, 2018

AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION  
IMMIGRANTS' RIGHTS PROJECT

8  
9  
10 /s/ Lee Gelernt

LEE GELERNT

Email: LGELERNT@aclu.org

11  
12 Counsel for Plaintiffs  
13  
14

15 Dated: July 8, 2018

UNITED STATES DEPARTMENT OF  
JUSTICE, OFFICE OF IMMIGRATION  
LITIGATION

16  
17 /S/ Sarah B. Fabian

18 SARAH B. FABIAN

Email: Sarah.B.Fabian@usdoj.gov

19  
20 Counsel for Defendants  
21

22 **[CONTINUED ON THE NEXT PAGE]**  
23  
24  
25  
26  
27  
28

**ORDER**

For good cause shown, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, all discovery and other materials exchanged by the Parties or Third Parties, or filed with the Court, in *Ms. L, et al., v. U.S. Immigration and Customs Enforcement et al.*, 3:18-cv-00428 (S.D. Cal.) shall be provided subject to the conditions set forth in the foregoing Stipulated Protective Order. This order shall be construed as a lawful order pursuant to the Privacy Act permitting release consistent with the terms of this Order.

**IT IS SO ORDERED**

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Dana M. Sabraw  
United States District Judge

**STIPULATION EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT CONCERNING  
PROTECTED INFORMATION**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. My name is \_\_\_\_\_ (first, middle initial, last).

2. I live at \_\_\_\_\_ (street address),  
\_\_\_\_\_ (city), \_\_\_\_\_ (state) \_\_\_\_\_ (zip code).

3. I am employed as a/an \_\_\_\_\_ by  
\_\_\_\_\_ (company), which is located at  
\_\_\_\_\_ (street address),  
\_\_\_\_\_ (city), \_\_\_\_\_ (state) \_\_\_\_\_ (zip code). Its telephone number is \_\_\_\_\_.

I have read the attached Stipulated Protective Order entered in the action of *Ms. L, et al. v. U.S. Immigration and Customs Enforcement et al.*, pending in the Southern District of California and bearing Case No. 3:18-cv-00428, and a copy of the Stipulated Protective Order has been given to me.

4. I agree to be bound by the terms of the Stipulated Protective Order, and agree that any Protected Material, within the meaning of the Stipulated Protective Order, will be used by me only to assist counsel in connection with the above-referenced litigation or as otherwise authorized by the Stipulated Protective Order.

5. I agree that I will not disclose or discuss Protected Material so designated with anyone other than the persons described in paragraph 6 of the Stipulated Protective Order.

**6.** I understand that any disclosure or use of Protected Material in any manner contrary to the provisions of the Stipulated Protective Order may subject me to sanctions for contempt of the Court's Order.

7. I agree to be subject *in personam* to the jurisdiction of the Southern District of California in connection with any proceeding relating to the enforcement of the Stipulated Protective Order.

I declare under penalty of perjury that the foregoing is true and correct.

(date)

(signature)